

REQUEST FOR PROPOSALS
RFP 222-2008-506-3

This Request for Proposals is designated as a certified small business set-aside. Please see page 12, paragraph W of this solicitation for additional information.

Issue Date: Friday, March 28, 2008

Title: Asbestos / Lead Education & Training Program

Commodity Code: 92416 – Course Development Services, Instructional/Training

Issuing Agency: Commonwealth of Virginia
Department of Professional and Occupational Regulation
Perimeter Center, Suite 400
9960 Mayland Drive
Richmond, Virginia 23233

Using Agency and/or Location
Where Work Will Be Performed: Department of Professional and Occupational Regulation

Period of Contract: One year from date of award

Sealed proposals will be received until **3:00 p.m. EST on Thursday, May 15, 2008**, for furnishing services described herein.

All inquiries for information should be directed to:

Dawne Cooper, VCO
Contract Officer
(804) 367-6066
Dawne.Cooper@dpor.virginia.gov

Proposals should be either mailed or hand delivered to Dawne S. Cooper, Virginia Contract Officer, in care of the issuing agency shown above.

In compliance with this Request for Proposals and to all the conditions imposed herein, the undersigned agrees to furnish such goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Title: _____

FEI/FIN No. _____

Phone: () _____

PRE-PROPOSAL CONFERENCE: An **optional** pre-proposal conference will be held at **10:00 a.m., ET on Thursday, April 17, 2008**, at the Department of Professional and Occupational Regulation (Reference Section VI. herein).

REQUEST FOR PROPOSALS

ASBESTOS / LEAD EDUCATION & TRAINING PROGRAM

I. PURPOSE

The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified sources to establish a contract through competitive negotiation to procure services relating to the development and creation of training materials. The materials will serve to enhance industry understanding of, and compliance with, the Board for Asbestos, Lead, and Home Inspector's regulatory requirements. The Contractor must offer to provide all of the requested services. This RFP is issued by the Department of Professional and Occupational Regulation, an Agency of the Commonwealth of Virginia, hereinafter referred to as the Department, acting on behalf of the Virginia Board for Asbestos, Lead, and Home Inspectors, hereinafter referred to as the Board.

II. BACKGROUND

The Virginia Board for Asbestos, Lead, and Home Inspectors (Board), is responsible for administering the regulatory program for abatement of asbestos hazards and lead-based paint hazards. All individuals engaging in abatement activities must have specific training in order to become licensed and must use proper abatement methods. Firms offering asbestos abatement and lead-based paint abatement must be properly licensed by both the Board *and* the Virginia Board for Contractors. Individuals and firms must understand and comply with the Board's regulations while conducting abatement activities to assure that both the public and those involved in abatement work are safe from asbestos and lead-based paint hazards.

III. SCOPE OF WORK

The Department and the Board are seeking a qualified Contractor to develop training materials for Virginia's asbestos and lead-based paint industry promoting the Board's rules, regulations, and statutes (Attachments A, B, & C). The Contractor is not restricted to any specific vehicle or format; this could include, but not be limited to, brochures, pamphlets, video, commercials, etc. The Contractor shall furnish all labor, materials, and resources necessary to provide the services proposed in their program. Any contract resulting from this solicitation will be awarded based on resources available to the Virginia Board for Asbestos, Lead, and Home Inspectors.

- A. **Development:** Training materials developed in connection with this contract will be used by professionals within Virginia's asbestos and lead-based paint industry to enhance individual and company management understanding of regulatory requirements.

The Contractor will provide the Board with project status updates on the 25th of each month during the life of the contract. Each update shall advise the Board of project status in accordance with the timeline established in the Contractor's proposal.

1. **Emphasis and Validity:** The Department shall provide a copy of current statutes and regulations to the Contractor at the commencement of the contract period. During the term of the contract, the Department shall provide the Contractor with a copy of any statutes or regulations which are revised. The Contractor shall be responsible for reviewing all such statutes and regulations and revising their product in accordance with applicable statutes and regulations.

During the development process the Contractor shall implement a review process that insures that the product is being developed in compliance with the requirements of the

rules, regulations, and statutes. The focus shall be on assuring a thorough understanding of the requirements of the Board's regulations.

The Contractor understands that the Board may, in its sole discretion, award funds in greater or lesser amounts and for greater or lesser periods of time than requested in the application. The Contractor further understands that the Board has no obligation to finance any proposal received.

The Contractor also understands and agrees that if the Contractor fails to comply with the contract in any way, the Board may rescind the contract.

2. **Legal Defense:** The Contractor shall be responsible for the legal defense of all challenges relating to the development, content, and validity of their program and shall pay all judgments resulting from all challenges. Neither the Department nor the Board shall be responsible for the validity of any program and materials.
3. **Use of Materials:** The Contractor shall neither sell nor provide any materials developed under the terms of this RFP or any resulting contract to any person or entity, without the express written consent of the Board, Department, or their agent.
4. **Use of Funds:** All of the contract funds are to be used for the services specified in the Contractor's proposal. Specifically prohibited are:
 - a. Use of contract funds for other than the development of asbestos and lead-based paint activity educational programs as stated in the proposal and approved by the Board.
 - b. Use of funds for any political campaign or in support of attempts to influence legislation.

B. Reporting to the Department.

Any and all products produced in connection with this contract, regardless of format, shall be approved by the Board. The Board's support will be acknowledged in the following form:

"This program is funded by The Virginia Board for Asbestos, Lead, and Home Inspectors"

- C. **Interaction with the Department:** The Contractor shall meet with the Department or the Board a minimum of one time during the term of the contract. The Contractor shall pay all costs incurred as a result of attending this meeting. Either party may request additional meetings, in the event of unusual or unanticipated circumstances. This meeting may be conducted in person, via telephone, or any other method agreed upon by both the Department and the Contractor.
- D. **Contract Term:** The term of the contract shall not exceed one year from the date of contract award.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. Two (2) originals, five (5) copies, and one (1) electronic version of each proposal and attachments must be submitted to the Department. No other

distribution of the proposal shall be made by the offeror. Any proposals received after 3:00 p.m. ET on Thursday, May 15, 2008 will not be considered.

2. **Proposal Preparation:** Proposals shall be complete and signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Department or the Board requiring prompt submissions of missing information, and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Department or the Board. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Each copy of the proposal should be bound in a single volume where practical, and all documentation submitted with the proposal should be bound in that same volume.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Department or to the Board. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Department shall schedule the time and location of any such presentations. Oral presentations are an option of the Department or the Board and may not be conducted therefore, proposals should be complete in all respects.

4. **Ownership of Intellectual Property:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract. The Contractor understands and agrees that the proposal, once received by The Virginia Board for Asbestos, Lead, and Home Inspectors becomes property of the Board. Further, as to any approved proposals, the Board reserves the property rights, copyrights, and all other rights of reproduction with respect to any intellectual property rights produced or procured with contract funds.

- B. **Specific Requirements:** Proposals should be as thorough and detailed as possible so that the Department and the Board may properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP in its entirety, including the signed cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Specific plans for providing the proposed goods/services including:
 - a. Written narrative and description of the goods / services to be provided by the Contractor.
 - b. How the goods / services will be developed.
 - c. The qualifications, expertise, and experience of the personnel providing the goods / services.
 - d. Time line of project and deliverables from contract award through completion.

3. Proposed price and payment schedule tied to the deliverables of the project.

V. EVALUATION CRITERIA

Proposals shall be evaluated by the Department and the Board using the following criteria:

- A. The adequacy of the proposal in providing a program that enhances industry understanding of and compliance with the Board's regulatory requirements. (30 points)
- B. Cost to the Department or the Board for the proposed goods / services. (15 points)
- C. The scope of the goods / services to be provided by the offeror. (15 points)
- D. The adequacy and quality of methods and procedures described for providing the goods / services offered in the proposal. (10 points)
- E. The qualifications, expertise and experience of the personnel providing the requested goods / services. (10 points)
- F. Participation in minority, women-owned, small business. (20 points)

VI. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 10:00 a.m. ET on Thursday, April 17, 2008 at the Department of Professional and Occupational Regulation, Perimeter Center, Suite 400, 9960 Mayland Drive, Richmond, Virginia 23233. The purpose of the conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this RFP.

All representatives should bring a copy of this solicitation with them. Any changes resulting from this conference will be issued in the form of a written addendum to this solicitation.

VII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dqs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia*

Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP's:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods,

services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (a) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (b) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification.

VIII. SPECIAL TERMS AND CONDITIONS

A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- B. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- C. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- D. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **CONTRACT TRANSITION:** The contractor shall, upon notification by the Department that the requirements of this contract need to be transitioned assist the Department in transitioning these services to another vendor, or to the Department, at the conclusion of this contract. Within ninety (90) days of the completion of the contract the contractor shall: (1) Make available electronically all computerized candidate information pending or final. (2) All paper files you currently maintain on both pending and final candidates. (3) Copies of all current forms used by Commonwealth of Virginia candidates. (4) Send a notice to pending candidates informing them of the change in service provider. The contractor shall turn over all examination materials as specified in Section VIII, J. Ownership of Examinations.
- F. **DISPUTES:**

Claims. Written notice of the contractor's intention to file a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Contractual claims whether for money or other relief shall be submitted in writing no later than sixty days after final payment. Nothing herein shall preclude a contractor from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment (*Code of Virginia*, § 2.2-4363).

A contractor may not institute legal action prior to receipt of the purchasing office's decision on the claim unless that office fails to render such decision within thirty (30) days. The decision of the purchasing office shall be final and conclusive unless the contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the *Code of Virginia*, § 2.2-4364.

- G. **FAILURE TO PERFORM.** The contractor shall be responsible for performing in accordance with the specifications, requirements, terms and conditions of the contract. The contractor shall be liable for any damages or claims resulting from the contractor's failure to perform such services and shall indemnify and hold the Board, the Department and the Commonwealth of Virginia harmless from liability resulting from the contractor's failure to perform.
- H. **IDENTIFICATION OF PROPOSAL ENVELOPE.** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	_____	_____	_____
	Name of Offeror	Due Date	Time
	_____	_____	
	Street or Box Number	RFP Number	
	_____	_____	
	City, State, Zip Code	RFP Title	

Name of Contract Officer is **Dawne S. Cooper**.

The envelope should be addressed as directed on the title page of the solicitation.

If a proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- I. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- J. **OWNERSHIP OF MATERIALS:** Ownership of all material and documentation originated and prepared for the Department pursuant to this RFP and any resulting contract shall belong exclusively to the Department.
- Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- K. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- L. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- M. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in 1 purchase order with the eVA transaction fee specified below assessed for each order.
1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (a) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (b) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

IX. METHOD OF PAYMENT

The contractor shall bill the Department in accordance with Section IV.B (page 5). Invoices shall be submitted after completion of portions of work as identified in timeline, or other method to measure completion of parts of the work as identified in the proposal. Invoices shall be submitted to:

Commonwealth of Virginia
Department of Professional and Occupational Regulation
ATTN: Expenditures Section
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233

X. COST PROPOSAL

Summarize in a cost proposal the proposed cost to the Department of all the services you intend to offer. (Reference Section IV.B.3)

XI. METHOD OF MEASURING PERFORMANCE

The Department and the Board reserve the right, at their discretion, to review and evaluate all procedures, methodology and services provided as specified in this RFP, the Contractor's proposal and the resulting contract. Results of such review and evaluation shall be provided to the contractor who shall be responsible for responding appropriately and in a timely manner to ensure the adequacy and validity of all specified services.

The performance of the contractor will be measured during the period of the contract by evaluation of the following:

- A. Compliance with the specifications of the RFP, the proposal and the resulting contract.
- B. The demonstrated ability of the contractor to expeditiously resolve questions, misunderstandings, complaints or requests for additional information from the Department or the Board.
- C. The demonstrated ability of the contractor to maintain harmonious relationships with the Department and the Board.

XII. ATTACHMENTS

The following documents can be accessed from our website: [Click here to go to Board webpage](#)

- A. Title 54.1, Chapter 5, Code of Virginia (Asbestos, Lead, and Home Inspection Contractors and Workers)
- B. 18 VAC 15-20-10 et seq. of the Virginia Administrative Code (Asbestos Licensing Regulations)
- C. 18 VAC 15-30-10 et seq. of the Virginia Administrative Code (Lead-Based Paint Activities Regulations)